IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI EASTERN DISTRICT

WESCO INSURANCE COMPANY, ET AL.

PLAINTIFFS

V.

CIVIL ACTION NO. 2:20-CV-159-TBM-MTP

LAFREDDRICK DOVE, ET AL.

DEFENDANTS

AGREED ORDER OF DISMISSAL

Plaintiff, Wesco Insurance Company ("Wesco"), and Defendants, Lafreddrick Dove ("Dove") and S&D Mobile Home Movers, LLC ("S&D"), by and through their respective counsel, have agreed to and announced to the Court that the Commercial Auto Policy issued by Wesco to S&D bearing Policy No. WPP1588632 01 does not apply to the underlying action by Dove against S&D in Jasper County, Mississippi, because there was no commercial vehicle involved in the incident that is the subject of the state court action. For this reason, Dove does not have a viable claim against the Wesco Policy issued to S&D.

IT IS, THEREFORE, ORDERED AND ADJUDGED that Plaintiff Wesco Insurance Company's claims against Defendants are hereby DISMISSED with each party to bear their own costs.

SO ORDERED, this 2nd day of May, 2022.

PAYLOR B. McNEEL

UNITED STATES DISTRICT COURT JUDGE

Agreed:

/s/ B. Lyle Robinson

B. Lyle Robinson (MS Bar No. 100015) TAYLOR, WELLONS, POLITZ & DUHE, LLC 100 Webster Circle, Suite 104 Madison, Mississippi 39110 Attorney for Wesco Insurance Company /s/ C. Michael Ellingburg

C. Michael Ellingburg (MS Bar. No. 5496) ELLINGBURG LAW FIRM PLLC 232 Market Street Flowood, Mississippi 39232 Attorney for S&D Mobile Home Movers, LLC

/s/ John N. Satcher, II
John N. Satcher, II (MS Bar. No. 100927)
SATCHER LAW FIRM, PLLC Post Office Box 12369 Jackson, Mississippi 39236 Attorney for LaFredderick Dove